

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JARED STEGER, DAVID RAMSEY,)	
JOHN CHRISPENS, and MAI HENRY,)	
)	
Plaintiffs,)	
)	
v.)	CASE NO. 14-cv-6056
)	
LIFE TIME FITNESS, INC., a)	Judge Sharon Johnson Coleman
Minnesota corporation; LTF CLUB)	
MANAGEMENT COMPANY, LLC, a)	Magistrate Judge Jeffrey Cole
Delaware Limited Liability Company;)	
and LTF CLUB OPERATIONS)	
COMPANY, INC., a Minnesota)	
Corporation; and DOES 1 to 10,)	
Inclusive,)	
)	
Defendants.)	
)	

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

On September 8, 2017, the California Named Plaintiffs, individually, and on behalf of the California Settlement Class, and Defendants entered into the Settlement Agreement and amendment thereto. (*See* Dkts. 190-5, 201.) On November 21, 2017, the Court issued an order preliminarily approving the California Settlement, conditionally certified the California Settlement Class, and approved the mailing of Notice Packets to California Class Members to allow them to make a claim, opt out, or object (the “Preliminary Approval Order”). (*See* Dkt. 197.) After expiration of the deadlines to submit Claim Forms, Exclusion Forms, or Notice of Objections to the Settlement Agreement, on May 10, 2018, the California Named Plaintiffs filed a Motion for an Order Granting Final Approval of Class Settlement and an Award of Attorneys’ fees and Costs to Class Counsel, Class Representative Enhancement Payments to the California Named Plaintiffs, and Claims Administration Costs to the Claims Administrator (the “Final Approval Motion”).

The hearing on the Final Approval Motion having come before the Court on July 2, 2018 at 2:00 p.m., due and adequate notice having been given to the California Class Members as required by the Preliminary Approval Order, and the Court, having considered all the papers filed and proceedings herein, having determined that the Settlement is fair, adequate and reasonable, and otherwise being fully informed,

HEREBY ORDERS AS FOLLOWS:

1. All terms used herein shall have the same meaning as given them in the Settlement Agreement and amendment thereto;
2. The Court has jurisdiction over the subject matter of this proceeding and over all Parties to this proceeding, including all California Class Members;
3. The Court unconditionally certifies the California Settlement Class for purposes of this Settlement only. The California Settlement Class means, refers and includes all persons identified in the Settlement Agreement (Dkt. 190-5, ¶ 6) and amendment thereto (Dkt. 201, ¶ 1);
4. Distribution of the Notice Packets directed to the California Class Members, as set forth in the Preliminary Approval Order, has been completed, including individual notice to all California Class Members who could be identified through reasonable effort, and constitutes the best notice practicable under the circumstances. The Notice Packets provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth in the Settlement Agreement. The Notice Packets provided adequate and appropriate notice to all persons entitled to such notice, and therefore fully satisfied the requirements of due process. All California Class Members and all Released Claims are covered by and included within this Settlement and within this Final Approval Order;

5. There was only one California Class Member who timely opted out;
6. The Court finds that the Settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations and the Settlement was

entered into in good faith. The Court further finds that the Settlement is fair, reasonable, and adequate, and that the California Named Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under Seventh Circuit law;

7. The Court hereby approves the Settlement as set forth in the Settlement Agreement and Amendment thereto and directs the Parties to effectuate the Settlement according to the terms set forth in the Settlement Agreement and Amendment thereto. In granting final approval of the Settlement Agreement, the Court considered the nature of the claims, the amounts and kinds of benefits paid in the Settlement, the allocation of settlement proceeds among the Participating California Class Members, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement have no obvious deficiencies and do not improperly grant preferential treatment to any California Class Members;

8. As of the date of this Final Approval Order, except as to that single class member who timely opted out of the Settlement, the Released Claims of the California Class Members are and shall be deemed to be conclusively released as against the Released Parties (as those terms are defined in the Settlement Agreement);

9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement and Amendment thereto constitute an admission by Defendants of liability to the California Named Plaintiffs or California Class Members, nor does this Final Approval Order constitute a finding by the Court of the validity of any of the claims alleged in the Action, or any finding of liability against Defendants. Neither the Settlement Agreement, nor any order, nor any document related to the settlement of this Action including, but not limited to this Order, the notices and the supporting motion, are admissible for any purpose whatsoever except to enforce the terms of the Settlement Agreement;

10. The Court hereby finds the Gross Settlement Amount of \$700,000 provided for in the Settlement Agreement to be fair, reasonable and adequate;

11. The Court hereby confirms Bisnar|Chase LLP, Branigan Robertson, Inc., and the Law Office of Michael Fradin as Class Counsel.

12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence, and argument set forth in the Final Approval Motion, an award of attorneys' fees in the amount of \$245,000 and for costs and expenses in the amount of \$47,272 as final payment for and in complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness and that the result achieved justifies the award. The payment of fees and costs to Class Counsel shall be made in accordance with the terms of the Settlement Agreement;

13. The Court also hereby confirms the California Named Plaintiffs as the Class Representatives for the California Settlement Class and orders the payment of \$10,000 to each California Named Plaintiff for their service and risks they undertook to pursue this Action. The Class Representative Enhancement Payments shall be made in accordance with the terms of the Settlement Agreement;

14. The Court hereby finds the Net Settlement Amount as provided in the Settlement Agreement to be fair, reasonable and adequate. The Court hereby authorizes and directs the Claims Administrator to calculate and disburse Individual Settlement Payments to the California Class Members who have submitted Claim Forms, as contemplated in the Settlement Agreement and have not opted out of the Settlement;

15. The Court further approves the payment of \$20,000 to the Claims Administrator from the Gross Settlement Amount for the costs of administering the Settlement as set forth in the Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement;

16. If the Settlement does not become final and effective in accordance with

the terms of the Settlement Agreement, this Final Approval Order and all orders entered in connection herewith, including the Judgment on this Order, shall be vacated and shall have no further force or effect.

IT IS SO ORDERED.

Dated: July 3, 2018



Sharon Johnson Coleman
United States District Court Judge